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and on behalf of all others similarly situated.

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

ANNE MARIE KENDALL, individually  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

VERIZON DATA SERVICES LLC;  
VERIZON CORPORATE SERVICES  
GROUP INC.; and DOES 1 through 20,  
inclusive,

Defendants.

Case No. 3:22-cv-05324-AMO-VC

*Assigned to Hon. Araceli Martinez-Olguin*

**SECOND JOINT STIPULATION AND  
ORDER APPROVING PAGA SETTLEMENT**

1 Defendants Verizon Data Services LLC and Verizon Corporate Services Group Inc.  
2 (“Defendants”) and Plaintiff Anne Marie Kendall (“Plaintiff”) (collectively, the “Parties”),  
3 through their counsel of record, stipulate and hereby request that the Court enter an order as  
4 follows:

5 1. WHEREAS, on June 22, 2022, Plaintiff filed a class action complaint entitled  
6 *Kendall, et al. v. Verizon Data Services, LLC, et al.* in the Superior Court of the State of  
7 California, County of Contra Costa, Case No. C22-01304 for (1) failure to pay minimum wages;  
8 (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest  
9 breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage  
10 statements; (7) failure to pay wages timely during employment; (8) failure to pay all wages due  
11 upon separation of employment; and (9) violation of Business and Professions Code §§ 17200, *et*  
12 *seq.*

13 2. WHEREAS, on June 22, 2022, Plaintiff's Counsel sent a notice to the Labor and  
14 Workforce Development Agency ("LWDA") regarding her intention to seek penalties against  
15 Defendants under the Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.*  
16 ("PAGA").

17 3. WHEREAS, on September 19, 2022, Defendants removed the action to this Court.  
18 (ECF No. 1.)

19 4. WHEREAS, on October 19, 2022, Plaintiff filed a Motion to Remand which was  
20 initially set to be heard on December 15, 2022. (ECF No. 10).

21 5. WHEREAS, on October 24, 2022, Plaintiff filed a First Amended Complaint  
22 (“FAC”) to add a cause of action for Enforcement of PAGA. (ECF No. 3).

23 6. WHEREAS, on January 17, 2023, the Court denied Plaintiff's Motion to Remand.  
24 (ECF No. 23).

25 7. WHEREAS, on or about September 5, 2023, the Parties reached a resolution of  
26 Plaintiff's claims and as part of the settlement, Plaintiff signed a general release of her individual  
27 claims and will receive an individual settlement payment. As such, Plaintiff will seek dismissal of  
28 her individual claims, including her individual PAGA claim, with prejudice upon the Court's

1 approval and will have the remainder of Plaintiff's representative PAGA claim and putative class  
2 claims be dismissed without prejudice.

3 8. WHEREAS, Labor Code section 2699(1)(2) requires judicial review and approval  
4 of any proposed settlement agreement involving a PAGA claim. A copy of the Parties' Settlement  
5 Agreement is attached to the Declaration of Kristy R. Connolly, with terms unrelated to PAGA  
6 redacted. Concurrently with the submission of this Joint Stipulation, Defendants are filing a  
7 Motion to Seal the Settlement Agreement in accordance with Civil Local Rule 79-5.

8 9. WHEREAS, Plaintiff and Plaintiff's Counsel concluded, after taking into account  
9 the sharply disputed factual and legal issues involved in this action, the risks attending further  
10 prosecution, the discovery conducted to date, and the substantial benefits received and to be  
11 received pursuant to the Settlement, that the Settlement is in the best interest of all interested  
12 parties. The Parties have prepared a joint brief addressing the factors for the Court to consider in  
13 granting the PAGA settlement, which is attached hereto as **Exhibit A**.

14 10. WHEREAS, after evaluating the claims and defenses, the Parties agreed to settle  
15 Plaintiff's individual PAGA claim for \$100, in which 75% will be paid to the LWDA and 25%  
16 will be paid to Plaintiff in accordance with Labor Code § 2699(i). *See* Settlement Agreement, §  
17 1(e).

18 11. WHEREAS, pursuant to Labor Code section 2699(1)(2), Plaintiff has submitted a  
19 copy of the Settlement Agreement to the LWDA.

20 12. WHEREAS, the Parties jointly request that the Court (1) approve the PAGA  
21 portion of the Settlement Agreement, (2) dismiss Plaintiff's individual claims, including Plaintiff's  
22 individual PAGA claim, *with prejudice*, and (3) dismiss Plaintiff's representative PAGA claim  
23 *without prejudice* as to the LWDA or any other potentially aggrieved employees, and (4) dismiss  
24 Plaintiff's putative class claims *without prejudice* as to any putative class member.

25 **IT IS SO STIPULATED.**  
26  
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28

1 Dated: December 8, 2023

**AEGIS LAW FIRM, PC**

2  
3 By: /s/ Kristy R. Connolly  
4 Kristy R. Connolly  
5 Attorneys for Plaintiff Anne Marie Kendall

6 Dated: December 8, 2023

**JONES DAY**

7  
8 By: /s/ Brian Jorgensen  
9 Brian Jorgensen  
10 Attorneys for Defendants Verizon Data Services  
11 LLC and Verizon Corporate Services Group, Inc.

**ORDER**

12 PURSUANT TO STIPULATION, IT IS SO ORDERED.

13  
14 DATED: \_\_\_\_\_

\_\_\_\_\_  
15 Hon. Araceli Martinez-Olguin  
16 United States District Judge  
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**ECE SIGNATURE CERTIFICATION**

Pursuant to Civil L.R. 5-1(h)(3), I, Kristy R. Connolly, hereby attest under penalty of perjury that all signatories concur in this filing.

Dated: December 8, 2023

/s/ Kristy R. Connolly

Kristy R. Connolly